IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION NO.1647 OF 2004
IN
SUIT NO.245 OF 2004

Citibank N.A. ...Plaintiffs

Vs.

Tukaram L. Kodange & Anr. ...Defendants

Mr.J.S.Kini, Adv. i/b. M.V. Kini & Co. for Plaintiffs

CORAM: D.G. DESHPANDE,J.
DATED: 15TH SEPTEMBER, 2004

P.C.

. Heard the Advocate for the Plaintiffs. This is a suit by the Bank for recovery of loan amount of Rs.5,43,180.77. Prayer clause (b) of the Motion was already granted. Now the Advocate for Plaintiff is pressing for prayer clause (a) i.e. appointment of the Receiver. The Motion is served upon the Defendant. I have verified the signature of the Defendant from the document executed by her in favour of the Bank.

. A loan is taken from the Bank for purchase of the very house in respect of which appointment of Receiver is sought. Therefore, there shall be an order in terms of prayer clause (a) excluding the words ‘to sell’. The Receiver will take formal possession of the property and appoint the Defendants as his Agent on such terms as to compensation i.e.

called Royalty, as the Receiver may deem fit in the circumstances.

. Prayer clause (b) which is already granted is made absolute till the Receiver receives formal possession. Motion is disposed of.

. Parties to act on the copy of this order duly authenticated by the Associate of this Court.

(D.G.DESHPANDE)

JUDGE